December 2003

Draft Gas Customer Transfer and Reconciliation Code

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Contents

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1 This Code

1.1 Purpose of this Code

The purpose of this *Code* is to set out:

(a) the obligations concerning the provision of information relating to *delivery points* to enable a *customer* to transfer to a different *retailer*;

(b) the process by which a *customer* can be transferred to a different *retailer*;

(c) the standards for *meters* and *metering installations* at *customer delivery points*; and

(d) the *allocation* and *reconciliation* of *gas* quantities between *retailers* at *receipt points*.

1.2 Date of effect

This *Code* takes effect on [   ].

1.3 Core principles

The following principles underpin this *Code* as they are essential to ensure efficient *customer* transfer, information exchange, *allocation* and *reconciliation* processes:

(a) *receipt points* are to be shared in a fair and equitable manner;

(b) transaction costs are to be kept to a minimum;

(c) consistency in *customer* transfer and information exchange processes are essential to achieve low cost and efficiency;

(d) all persons involved in *customer* transfers, provision of data to *allocation agents*, and provision of *allocation* and *reconciliation* services, must co-operate to ensure fairness and equity, and that information is processed in a complete, accurate and timely manner;

(e) *retailers* are to specify the *NMI* for a *customer's delivery point* on invoices issued to *customers;*

(f) commercially sensitive information is to be kept confidential;

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(g)   any person wishing to share a *receipt point* must become a party to a contract with the relevant *distributor* and *allocation agent* before trading any *gas* on the downstream *distribution system*;

(h)   all persons bound by this *Code* and who are required to provide data to the *allocation agent* must do so in a full and complete manner and by the specified deadlines; and

(i)   where information is not available in time to perform an *allocation*, the *allocation agent* is to use the best available information to complete an *allocation* on time.

1.4   Application of this Code

This *Code* applies to and binds:

(a)   the *Director of Gas*;

(b)   *pipeline operators*;

(c)   *distributors*;

(d)   *retailers*;

(e)   *metering providers*;

(f)   *metering data providers;* and

(g)   *allocation agents*,

insofar as they are involved, whether directly or indirectly, in the natural *gas* supply industry in Tasmania.

1.5   Definitions

In this *Code*, words and phrases in italics have the meaning given to them in clause 10.1.

1.6   Interpretation

This *Code* must be interpreted according to the principles of interpretation set out in clause 10.2.

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1.7   Amendments to this Code

1.7.1 The terms and conditions of this *Code* may be amended by the *Director of Gas* if the *Director of Gas* reasonably determines that the proposed amendment will better achieve the objects of the *Gas Act* or give effect to the *core principles*. In making such a determination, the *Director of Gas* must consider:

(a)   any proposal received from a *pipeline operator*, *distributor, retailer, metering provider, metering data provider* or *allocation agent*; and

(b)   any proposal received from an *interested party*.

1.7.2 Unless the proposed amendment is of a purely administrative nature, the *Director of Gas* must, prior to making a determination in relation to the proposal, consult *pipeline operators*, *distributors*, *retailers*, *metering providers, metering data providers, allocation agents* and *interested parties*. The *Director of Gas* must allow a reasonable time for the making of representations in relation to a proposal and must consider any representations made.

1.7.3 The *Director of Gas* will within 20 *business days* of making a determination to amend or not to amend this *Code*, notify all *pipeline operators*, *distributors*, *retailers*, *metering providers, metering data providers, allocation agents* and *interested parties* of the determination.

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2 National Metering Identifiers (NMIs)

2.1 Allocation of NMIs

2.1.1 The *distributor* must obtain a range of numbers from **OTTER** which are available for use as **national metering identifiers** (**NMIs**) for **metering installations** installed at **delivery points** which are supplied by that **distributor**.

2.1.2 The *distributor* must assign a **NMI** to each **metering installation** prior to connection to the **distributor's distribution system**. The assignment referred to in this clause must be effected by the relevant **distributor** recording that number in its **NMI** database as the **NMI** for the relevant **metering installation**.

2.1.3 Each number assigned to a **metering installation** by a **distributor** pursuant to clause 2.1.2 must be unique and must not be allocated by that **distributor** to any other **metering installation**.

2.1.4 The *distributor* must notify the **NMI** and **NMI checksum** to the relevant **retailer**.

2.1.5 The *retailer* must print the **NMI** on each **customer's** bill.

2.2 NMI database

2.2.1 Creation, maintenance and administration of NMI database by distributors

Each *distributor* must create, maintain and administer a database in relation to **metering installations** installed at all of the **delivery points** supplied by that **distributor**, such database to include the following information in respect of each **NMI**:

(a)   the address of the premises (street number, street name, street identifier, suburb and city/town, or their equivalents) to which **gas** is supplied;

(b)   the **NMI** and **NMI checksum**;

(c)   the **retailer**;

(d)   the **metering provider**;

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(e)   the *metering data provider*;

(f)   the *receipt point*;

(g)   the *distribution system* ID;

(h)   whether the *meter* that relates to that *NMI* has been locked or disconnected;

(i)   the *allocation group* number;

(j)   applicable *static deemed profile* or sample *dynamic deemed profile*; and

(k)   the *NSRD* or cycle of *scheduled meter reading* dates.

2.2.2   Updating NMI database

(a)   The *distributor* must use its *best endeavours* to ensure that the information required to be included in its *NMI* database is included in the *NMI* database by midnight on the first *business day* following the day on which that information is obtained by the *distributor*.

(b)   Where the *distributor* is not the *metering provider* for a *NMI*, the *retailer* must advise the *distributor* as soon as reasonably practicable if:

(i)   there is a change in the *metering provider*; or

(ii)   the *meter* that relates to the *NMI* is locked or disconnected.

(c)   Where the *distributor* is not the *metering data provider* for a *NMI*, the *retailer* must advise the *distributor* as soon as reasonably practicable if there is a change in:

(i)   the *metering data provider*;

(ii)   the *allocation group* number;

(iii)   the applicable *static deemed profile* or sample *dynamic deemed profile*; or

(iv)   the *NSRD* or the cycle of *scheduled meter reading* dates.

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2.2.3 **Storage of data in the NMI database**

A *distributor* must maintain the information contained in the *NMI* database:

(a)   in an accessible format for a period of 2 years; and

(b)   in archive for an additional period of 5 years.

2.3   NMI discovery request

Any *retailer* may deliver to a *distributor* a *NMI* discovery request in relation to a *NMI*.   A *NMI* discovery request must include at least the *NMI* and *NMI checksum* or the address for the *delivery point* to which the *NMI* discovery request relates.

2.4   Response to NMI discovery request

2.4.1   The *distributor* must use its *best endeavours* to provide to the *retailer* the current information, as set out in clauses 2.2.1(a) to (k), in respect of the *NMI*, by midnight on the second *business day* following the day on which the *retailer* delivers the *NMI* discovery request to the *distributor*.

2.4.2   If more than one *NMI* is identified in relation to the *delivery point* to which the address relates, the *distributor* may return up to 99 *NMIs* to the *retailer*.

2.4.3   If a *retailer* is notified that the *NMI* or the address relating to the *delivery point* in respect of which a *NMI* discovery request has been made cannot be found in the *NMI* database of the *distributor*, the *distributor* must use its *best endeavours* to assist the *retailer* to obtain the *NMI* or the address relating to the relevant *delivery point*, for the purposes of enabling the *retailer* to make a further *NMI* discovery request in relation to that *delivery point*.

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3 Customer transfer

3.1 Principles

The principles underlying this clause 3 are as follows:

(a) All parties must co-operate with each other to ensure that all transfers are handled efficiently and in a fair and equitable manner, and in particular to agree the most efficient approach to notification and provision of information which accommodates the transfer of a single *customer* or multiple *customers* at the same time.

(b) All parties must use *best endeavours* to meet the timelines outlined in this clause. If any party is unable to meet the timelines following receipt of a *customer* transfer notice, it must advise the affected parties accordingly, giving the reason for the same and providing an estimate of the date when it expects to meet the required action(s) and then use *best endeavours* to meet the estimate.

(c) Once a *customer* transfer notice is received all affected parties must ensure that the interests of the *customer*, including the need to maintain a continuous supply, remain paramount.

(d) It is the responsibility of the new *retailer* to manage the transfer process.

(e) Each party must nominate a person to be the main point of contact for transfers. It is the responsibility of that person to manage the work to be done within their organisation, and in doing so that person must ensure all confidentiality agreements in respect of the information provided are adhered to.

3.2 Consent

3.2.1 A *retailer* must not initiate or effect the transfer of a *customer* without obtaining the *explicit informed consent* of that *customer*.

3.2.2 *Explicit informed consent* is the consent provided by a *customer* where:

(a) the *customer* provides express conscious agreement;

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(b)   the relevant **retailer** has fully and adequately disclosed all matters relevant to that **customer**, including each specific purpose for which the consent will be used; and

(c)   all disclosures referred to in clause 3.2.2(b) are truthful and have been provided in plain language appropriate to that **customer**.

3.2.3   A **retailer** may obtain the **explicit informed consent** of a **customer**:

(a)   in writing signed by the **customer**; or

(b)   verbally; or

(c)   by electronic communication signed by the **customer**.

3.2.4   Specific consent must be obtained from the **customer** if the **retailer** requires the consumption history for the previous 12 month period, prior to transfer.

3.2.5   A **retailer** must retain records of any **explicit informed consent** obtained under this **Code** for at least two years.

3.2.6   Records retained under clause 3.2.5 must be retained by the **retailer** in a format which permits the **retailer** to answer any enquiries relating to a **customer's explicit informed consent** by that **customer**, the **Director of Gas** or any other entity permitted by an applicable law to access that information.

3.3   Initiation of transfer

3.3.1   Customer transfer notice

(a)   A **customer** transfer may only be initiated following the expiry of any cooling-off period applicable to the retail contract between the **customer** and the prospective new **retailer**.

(b)   To initiate a **customer** transfer, a prospective new **retailer** must deliver a **customer transfer notice** in relation to any **NMI** to the current **retailer**, **distributor**, current **metering provider**, current **metering data provider** and the **allocation agent**.   A

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customer transfer notice must include the following information in respect of the *NMI* to which that *customer transfer notice* relates:

(i)   date of notice;

(ii)   *NMI* and *NMI checksum*;

(iii)   *customer* name;

(iv)   the address of the premises (street number, street name, street identifier, suburb and city/town or their equivalents) to which *gas* is supplied;

(v)   new *retailer*;

(vi)   current *retailer*;

(vii)   new *distributor*;

(viii) current *distributor*;

(ix)   new *metering provider*;

(x)   current *metering provider*;

(xi)   new *metering data provider*;

(xii)   current *metering data provider*;

(xiii) *allocation agent*;

(xiv)   *receipt point*;

(xv)   *allocation group* number;

(xvi)   whether or not use of existing metering required;

(xvii) in-situ transfer or move in;

(xviii) whether or not a *special meter reading* is required for transfer;

(xix)   proposed transfer date (*NSRD* or *special meter reading* date); and

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(xx) whether or not details of the *customer's* consumption history for the previous 12 *month* period are required.

(c) The filename for the *customer transfer notice* must be in the format prescribed in Schedule 1.

3.3.2 Proposed transfer date

(a) Where a *customer transfer notice* nominates a prospective date as the proposed transfer date, that proposed transfer date must be:

    (i) a *business day* which is no later than 65 *business days* after the date of the *customer transfer notice*; or

    (ii) where the annual *gas* consumption level for a *NMI* is, or is estimated to be, greater than 1 terajoule per annum, a *business day* which is no earlier than 20 *business days* after the date of the *customer transfer notice*.

(b) Where a *customer transfer notice* nominates a retrospective date as the proposed transfer date, that proposed transfer date must be a *business day* which is no earlier than 130 *business days* prior to the date of the *customer transfer notice*, and to which a validated *meter* reading (either scheduled or special) pertains.

3.3.3 Retrospective transfers

A new *retailer* must not deliver a *customer transfer notice* in relation to a *NMI* where the proposed transfer date in relation to that *customer transfer notice* is a retrospective date unless it is required to correct an erroneous transfer.

3.4 Objections to transfer

3.4.1 Objection notice

(a) A notice objecting to the *customer transfer notice* (an objection notice) may be lodged with the new *retailer* at any time before (but not after) midnight on the fifth *business day* after the day on which the *customer transfer notice* is delivered by the new *retailer*.

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(b)   An objection notice in relation to a *customer transfer notice* must include the following information:

(i)   the *NMI* and *NMI checksum* to which the *customer transfer notice* relates;

(ii)   the name of the party who delivered the objection notice to the new *retailer*; and

(iii)   the basis for the objection notice.

(c)   If the proposed transfer date nominated in a *customer transfer notice* is a prospective transfer date, a party may only deliver an objection notice in relation to that *customer transfer notice* to the new *retailer* where:

(i)   the *customer* is not supplied by the current *retailer* nominated on the *customer transfer notice* – nominated *retailer* must object;

(ii)   the *customer transfer notice* is incomplete – any affected party may object;

(iii)   more than one *customer transfer notice* has been received for the same *customer* and they conflict – any affected party may object; or

(iv)   the new *retailer* has advised that it wishes to use the *distribution system* (or existing metering) but has not entered into the relevant agreement to use the *distribution system* (or metering) – *distributor* (or *metering provider*) may object.

3.4.2   Withdrawal of objection notice

(a)   A party who delivers to the new *retailer* an objection notice in relation to a *customer transfer notice* may withdraw that objection notice by delivering a notice of withdrawal (an objection withdrawal notice) at any time before midnight on the 20th *business day* after the day on which the party delivered that objection notice to the new *retailer*.

(b)   A party who delivers to the new *retailer* an objection notice in relation to a *customer transfer notice* must withdraw that objection notice where the basis for lodging the objection has been resolved, by midnight on the 20th *business day* after the day on which the party delivered that objection notice to the new *retailer*.

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(c) An objection withdrawal notice in relation to a *customer transfer notice* must include the following information:

    (i)   the *NMI* and *NMI checksum* to which the *customer transfer notice* relates;

    (ii)   the name of the party delivering the objection withdrawal notice; and

    (iii)   the basis for lodging the objection withdrawal notice.

3.4.3   Notification by the new retailer

(a) The new *retailer* must, by midnight on the first *business day* after the day on which an objection notice, or an objection withdrawal notice, in relation to a *customer transfer notice* is delivered to it, deliver notice of the objection (an objection notification) or notice of withdrawal of the objection (an objection withdrawal notification), as the case may be, to:

    (i)   the current *retailer*;

    (ii)   the applicable *distributor*;

    (iii)   the current *metering provider*;

    (iv)   the current *metering data provider*; and

    (v)   the *allocation agent*.

(b) An objection notification, or an objection withdrawal notification, in relation to an objection notice must include the following information:

    (i)   the *NMI* and *NMI checksum* to which the *customer transfer notice* relates;

    (ii)   the name of the party who delivered the objection notice to the new *retailer*; and

    (iii)   the basis for lodging the objection notice or the objection withdrawal notice.

(c) The new *retailer* must also advise the *customer* where an objection notice, or an objection withdrawal notification, is lodged.

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3.4.4   Termination of transfer process

If an objection notice in relation to a ***customer transfer notice*** has been delivered to the new ***retailer***, and by midnight on the 20th ***business day*** after the day on which that objection notice was delivered to the new ***retailer***, an objection withdrawal notice in relation to that ***customer transfer notice*** has not been delivered pursuant to clause 3.3.2, then the new ***retailer*** must:

(a)   ensure all parties cease processing that ***customer transfer notice***; and

(b)   by midnight on the 21st ***business day*** after the day on which that objection notice was delivered to the new ***retailer***, deliver a notice that it will not further process that ***customer transfer notice*** to:

      (i)   the ***customer***;

      (ii)   the current ***retailer***;

      (iii)   the applicable ***distributor***;

      (iv)   the current ***metering provider***;

      (v)   the current ***metering data provider***; and

      (vi)   the ***allocation agent***.

3.5   Withdrawal of customer transfer notice

3.5.1   A new ***retailer*** may deliver a notice withdrawing a ***customer transfer notice*** (a transfer withdrawal notice) to the affected parties at any time before the prospective transfer date.

3.5.2   A transfer withdrawal notice in relation to a ***customer transfer notice*** must include the ***NMI*** and ***NMI checksum*** to which the ***customer transfer notice*** relates.

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3.6   Customer Transfer Response

3.6.1   Provision of information by affected parties

Where:

(a)   an objection notice has not been delivered; or

(b)   an objection withdrawal notice has been delivered; and

(c)   a transfer withdrawal notice has not been delivered,

in relation to a *customer transfer notice*, then by midnight on the tenth *business day* after the *customer transfer notice* is delivered, if an objection notice has not been delivered, or the fifth *business day* after an objection withdrawal has been delivered, if an objection notice has been delivered:

(a)   the *distributor* for the *NMI* must deliver a Distributor Customer Transfer Response;

(b)   the current *metering provider* must deliver the Metering Provider Customer Transfer Response;

(c)   the current *metering data provider* must deliver the Metering Data Provider Customer Transfer Response; and

(d)   where the proposed transfer date is the *NSRD* the current *metering data provider* must advise to the new *retailer*, the current *retailer*, the *distributor* and the current *metering provider* the *NSRD*.

3.6.2   Distributor Customer Transfer Response

(a)   The *distributor* must provide to the new *retailer* the following information which relates to the *customer transfer notice*:

(i)   details of any non standard issues with regard to the transfer;

(ii)   *distribution system* pressure regime applicable to the *delivery point* (IP, MP, LP);

(iii)   network charge or charge category;

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(iv)   existing nominated annual quantity (if known – specify units);

(v)   existing maximum hourly quantity (if known – in scmh); and

(vi)   existing Load Shedding Category (A-G).

(b)   The filename for the Distributor Customer Transfer Response must be in the format prescribed in Schedule 1.

3.6.3   Metering Provider Customer Transfer Response

(a)   The current *metering provider* must provide to the new *retailer* the following information which relates to the *customer transfer notice*:

(i)   details of any non standard issues with regard to the transfer;

(ii)   *metering provider* charge or charge category;

(iii)   composite factor (instead of *meter* and *corrector* details where previously agreed);

(iv)   *meter* number;

(v)   *meter* make/model;

(vi)   number of digits to be read;

(vii)   read multiplier to m^3 (ie 0.1, 1, 10, 100, 1000 etc);

(viii)   whether or not the *meter* is temperature compensated;

(ix)   *meter* pressure (kPa – also specify if other than gauge pressure, ie absolute);

(x)   altitude and/or altitude *correction factor* (where currently applied);

(xi)   *meter* location details (to assist the *metering data provider*); and

(xii)   *corrector* and/or *data logger* details where either or both of the devices are installed.

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(b)   The filename for the Metering Provider Customer Transfer Response must be in the format prescribed in Schedule 1.

3.6.4   Metering Data Provider Customer Transfer Response

(a)   The *metering data provider* must provide to the new *retailer* the following information which relates to the *customer transfer notice*:

(i)   details of any non standard issues with regard to the transfer; and

(ii)   last 12 months' total energy consumption (GJ); or

(iii)   where requested, last 12 months' *meter* reading dates and associated energy consumption details. This is to include *interval metering data* where historical *interval metering data* exists.

(b)   The filename for the Metering Data Provider Customer Transfer Response must be in the format prescribed in Schedule 1.

3.7   New retailer to notify allocation agent

After receipt of the Customer Transfer Response forms from the affected parties, the new *retailer* must send the confirmed transfer details to the *allocation agent* prior to the transfer date, being either:

(a)   the Customer Transfer Form fully populated with confirmed details in both the notice and response sections and, if a *SDP* is proposed, the *SDP* and supporting details; or

(b)   the following details:

(i)   the name of the new *retailer*;

(ii)   *NMI* and *NMI checksum*;

(iii)   *customer* name;

(iv)   the address of the premises (street number, street name, street identifier, suburb and city/town or their equivalents) to which *gas* is supplied;

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(v) *receipt point*;

(vi) *allocation group* number;

(vii) transfer date; and

(viii) *SDP* and supporting details (if a *SDP* is proposed).

3.8 Transfer meter reading

Where:

(a) a new *retailer* has delivered a *customer transfer notice*; and

    (i) an objection notice relating to that *customer transfer notice* has not been delivered to the new *retailer* by midnight on the fifth *business day* after the day the new *retailer* delivered the *customer transfer notice*; or

    (ii) an objection withdrawal notice has been delivered to the new *retailer* in relation to an objection notice; and

    (iii) a transfer withdrawal notice has not been delivered; and

(b) the existing *metering installation* is to be retained, then:

    (i) where the proposed transfer date is the *NSRD* then, unless otherwise agreed, the current *metering data provider* must use *best endeavours* to carry out a *scheduled meter reading* in accordance with clause 6; or

    (ii) where the proposed transfer date specifies a special read date (ie does not specify *NSRD*) then, unless otherwise agreed, the new *retailer* is to arrange for a *special meter reading* in accordance with clause 6; or

(c) the existing *metering installation* is not to be retained, then the new *retailer* must arrange with all affected parties for:

    (i) the current *meter* to be removed on the proposed transfer date and for the *final meter reading* in accordance with clause 6; and

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(ii)   the new *meter* to be installed when the current *meter* has been removed and for the opening *meter* reading in accordance with clause 6.

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4   Provision of metering installations

4.1   Metering Provider

4.1.1   The person responsible for the provision, installation and maintenance of *metering installations* is the *metering provider*.

4.1.2   The *retailer* may elect to request an offer from the *distributor* to be the *metering provider* for a *metering installation*.

4.1.3   No later than 15 *business days* after a *distributor* receives from a *retailer* a request in writing that the *distributor* be the *metering provider* for a *metering installation*, the *distributor* must offer to provide, install and maintain the *metering installation* and inform the *retailer* of the terms and conditions on which the offer is made.

4.1.4   The terms and conditions of the offer made by the *distributor* under clause 4.1.3 must be fair and reasonable.

4.1.5   If the *retailer* accepts the offer made under clause 4.1.3, the *distributor* will be the *metering provider* for that *metering installation*.

4.1.6   If the *retailer* elects not to request an offer from the *distributor* or does not accept an offer from the *distributor*, the *retailer* will be the *metering provider*.

4.2   Obligation to install meters

4.2.1   A *metering installation* must be installed at each *delivery point*.

4.2.2   The *retailer* must ensure that an *interval metering installation* is installed where:

    (a)   the consumption of *gas* at the *delivery point* has exceeded 10 TJ in the last 12 *month* period; and

    (b)   the consumption of *gas* at the *delivery point* is not expected to be less than 10 TJ in the following 12 *month* period; or

    (c)   in respect of a new *delivery point*, the consumption of *gas* at the *delivery point* is likely to be more than 10 TJ in the following 12 *month* period.

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4.3 Provision of metering installations

4.3.1 From a date notified by the *Director of Gas,* where an *interval metering installation* is provided under clause 4.2.2, the *interval meter* must contain telemetry.

4.3.2 A *metering installation* must contain an index register that:

(a) has a visible and accessible display of *metering data*; or

(b) allows the *metering data* to be accessed and read at the same time by portable computer or other equipment of a type or specification reasonably acceptable to all persons who are entitled to have access to that *metering data*.

4.4 Installation

4.4.1 The *metering provider* must install *metering installations* as near as practicable to the *delivery point*.

4.4.2 The *metering provider* must install *metering installations* in a position which allows safe and unimpeded access to any person whose obligation it is to test, adjust, maintain, repair or replace the *metering installation* or collect *metering data* from it.

4.5 Installation database

4.5.1 A *metering provider* must maintain an *installation database* in respect of each *metering installation* for which it is responsible.

4.5.2 The *installation database* must contain at least the following information:

(a) the *NMI* and *NMI checksum*;

(b) the location of each installed *meter*, *corrector* and *data logger*;

(c) the make, model and year of manufacture for each *meter*, *corrector* and *data logger*;

(d) for each *meter*, *corrector* and *data logger* that is installed, the name and address of the *customer* and date of installation;

(e) the next scheduled date for test or replacement of each *meter* and *corrector*;

(f) data on performance of each *meter*, *corrector* and *data logger* (where relevant);

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(g)   calibration records of all devices used to measure the quantity of *gas*;

(h)   testing records of all devices used to measure the quantity of *gas*;

(i)   date and details of all seals and labels applied to *meters* and *correctors*;

(j)   the date of, and details of, the most recent maintenance of all devices used to measure the quantity of *gas*; and

(k)   the next scheduled date for maintenance of all devices used to measure the quantity of *gas*.

4.5.3   A *metering provider* must maintain the information contained in the *installation database*:

(a)   in an accessible format for a minimum period of 2 years from the date of inclusion of the information in the database; and

(b)   in archive for an additional period of 5 years from the date of inclusion of the information in the database, or for the life of the relevant *metering installation*, whichever is the longer.

4.5.4   Upon request in writing, the *metering provider* must provide, access to an *affected party* to information in the *installation database* relevant to that person:

(a)   within two *business days*, where the information is in an accessible format as required by clause 4.5.3(a); and

(b)   otherwise within thirty *business days*,

from the date of receipt of the request.

4.5.5   Where a *metering installation* is retained when a *NMI* transfers to a new *retailer*, the *metering provider* must provide the information in the *installation database* which pertains to that *NMI*, to the new *metering provider* within 10 *business days* of the transfer date.

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4.6   Minimum standards of accuracy

4.6.1 The *minimum standards* of accuracy for *metering installations* are a margin of accuracy of plus or minus 2% of the net volume of *gas* delivered to that *delivery point*.

4.6.2 The *distributor* must ensure that the operation of the *metering installation* does not show systematic bias within the allowable margin of accuracy.

4.6.3 The *metering provider* must ensure that each of its *metering installations* containing pressure regulators are able to provide sufficient flow at the minimum regulator inlet pressure, and where a fixed pressure factor is applied, are able to meet the pressure requirements of the *distribution system*.

4.6.4 A person bound by this *Code* must not tamper with or calibrate a *meter* with the purpose of introducing bias in the *meter*.

4.7   Security

4.7.1 The *metering provider* must use *best endeavours* to protect the *metering installation* from unauthorised interference or damage.

4.7.2 The *metering provider* must in respect of new *metering installations* provide seals or other appropriate devices to detect any interference.

4.7.3 Following notification that a seal has been broken, the *metering provider* must replace a broken seal within 20 *business days*.

4.7.4 The costs of replacing seals which are broken are borne:

   (a)   if the seal was broken by the *customer*, by the *customer*;

   (b)   if the seal was broken by the *retailer*, by the *retailer*;

   (c)   if the seal was broken by the *distributor*, by the *distributor*; or

   (d)   otherwise by the *metering provider*.

4.7.5 If as a result of or in connection with the breaking of a seal, the relevant *metering installation* may no longer meet the relevant *minimum standards* of accuracy, the *metering provider* must:

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(a)   within 15 ***business days,*** test the ***metering installation*** in accordance with clause 5.2.2; or

(b)   replace the ***metering installation*** in accordance with clause 5.3.

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5 Metering installation testing

5.1 Accreditation and certification

5.1.1 The *distributor* must ensure that *meters* and *correctors* purchased have National Standards Commission pattern approval from an accredited laboratory recognised under the International Certification Scheme in accordance with specifications or guidelines specified by the National Standards Commission under the *National Measurement Act 1960*.

5.1.2 Where National Standards Commission pattern approval is not required to be provided by the National Standards Commission, the *metering provider* must conduct tests, or must cause tests to be conducted, in respect of the setting, scaling or certifying the accuracy of *meters* and *correctors*, by persons or in a facility, accredited by *NATA* to conduct such tests.

5.1.3 The *metering provider* must ensure that calibrating equipment used in connection with the calibration of its *metering installations* is certified by a verifying authority empowered to issue certificates under regulation 13 of the *National Measurement Regulations 1999 (Cth)*.

5.2 Meter testing

5.2.1 Acceptance testing and type testing of metering installations

(a) A *metering provider* must conduct, or cause to be conducted, *acceptance tests* on *meters*, *correctors* and *data loggers* that are components of *metering installations* in the following circumstances:

    (i) before a new *meter*, *corrector* or *data logger* is placed in service;

    (ii) before a *meter*, *corrector* or *data logger* that has been removed from service is placed back into service; and

    (iii) after any repairs, maintenance or recalibration performed on a *meter*, *corrector* or *data logger* have been completed.

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(b)   A *metering provider* must only adopt a new type of *metering installation* if that *metering installation* has been *type tested*.

(c)   on request by a *retailer* or *distributor,* a *metering provider* must provide that *retailer* or *distributor* with copies of any relevant *type test* certificates in its possession in relation to a *meter*.

(d)   A *metering provider* must keep records of *type testing* under clause 5.2.1(b) for twelve months after *meters* of that type remain in service, or for 7 years, whichever is the longer.

(e)   A *metering provider* must ensure that any *metering installations* that have been modified are assessed to determine whether the modified design continues to meet the *minimum standards* prescribed by this *Code*.

(f)   If reasonable grounds exist for concluding that modifications to a *metering installation* affect its measuring capability, then the *metering provider* must ensure that the *metering installation* is submitted for *type testing*.

5.2.2   Obligation to test metering installations

(a)   A *metering provider* may at any time, and within 15 *business days* of a request from the *distributor*, a *retailer*, a *customer*, or an *allocation agent* must, test a *metering installation* to ascertain whether or not that *metering installation* is *defective*.

(b)   A *metering provider* must give the *person* who requests a test, at least 5 *business days* notice (or agree such other mutually convenient time) of when the requested test is proposed to be performed.

(c)   If, as a result of the test requested under clause 5.2.2(a), the *metering installation* is found to be:

(i)   *defective*, the *metering provider* must bear the cost incurred in conducting the test; or

(ii)   not *defective*, the *metering provider* may seek to recover the cost incurred in conducting the test.

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(d)   A *metering provider* must upon request by the *distributor,* a *retailer*, a *customer* or an *allocation agent* provide the results of the test conducted under clause 5.2.2(a) within 5 *business days*.

(e)   A *metering provider* must keep records of tests under clause 5.2.2 for a minimum period of 7 years.

(f)   If a test carried out under clause 5.2.2(a) requires the flow of *gas*, then the *metering provider* must inspect the records stored in the *meter* and forward the details to the *metering data provider* for the purpose of ensuring that the subsequent bill issued to the *customer* is adjusted so that no material amount is payable by the *customer* in respect of *gas* consumed during the test. If a test carried out under clause 5.2.2(a) is based on actual *customer* loads, then no adjustment is required under this clause.

5.2.3   Meter classes

(a)   The initial period of a *meter class* is a period approved by the *Director of Gas* commencing on the day a *meter* in that *meter class* was first used in the supply of *gas* to a *customer*.

(b)   If a *metering provider* intends to retain the *meters* in a *meter class* after the end of the initial period for that *meter class* the *metering provider* must, in addition to the other *meter* testing provisions in this Code, establish and maintain a sampling plan approved by the *Director of Gas.*

(c)   The sampling plan must provide that *meters* be tested at both 20% and 100% of the badge capacity of the *meters*.

(d)   If the test results do not:

(i)   at 20% or at 100% of the badge capacity of the *meter* meet the *minimum standards* as set out in clause 4.6, with an uncertainty limit of no more than 1%; or

(ii)   satisfy such other requirements of the sampling plan approved by the *Director of Gas*,

then the *metering provider* must replace or recalibrate all *metering installations* in that *meter class*.

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5.2.4   Provision of test results

The *metering provider* must, upon request by the *Director of Gas*, provide the *Director of Gas* with the results of any test conducted in accordance with this *Code.*

5.3   Non-compliant meters

5.3.1 If the accuracy of a *metering installation* does not comply with the requirements of this *Code*, or if a *metering provider* becomes aware of any matter which could affect the integrity of the *metering data*, the *metering provider* must:

(a)   notify the *affected parties* as soon as practicable;

(b)   within:

    (i)   10 *business days* where the consumption at the *delivery point* is less than 10 terajoules per annum; or

    (ii)   5 *business days* where the consumption at the *delivery point* is 10 terajoules per annum or more; or

    (iii)   such longer period as may be approved by the *Director of Gas,*

arrange for the accuracy of the *metering installation* to be restored so that it meets the *minimum standards* of accuracy, or for the *metering installation* to be replaced; and

(c)   until the restoration or replacement of the *metering installation* in accordance with clause 5.3.1(b), use substitute readings.

5.3.2 Where a measurement error exists and the *distributor* proposes to substitute previous *meter* readings, the *distributor* must limit the substitution of *meter* readings to:

(a)   the period where the measurement error was greater than 1.5 times the *minimum standards* of accuracy; and

(b)   the period where the measurement error exists, but no earlier than:

    (i)   12 months prior to when the measurement error was known if the measurement error resulted in the *customer* being undercharged; or

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(ii)   3 years prior to when the measurement error was known if the measurement error resulted in the *customer* being overcharged.

5.4   Correction

5.4.1   In undertaking a *meter* reading at a *metering installation* the *metering provider* must adjust the *meter* reading for pressure, temperature or supercompressibility, or a combination of these factors, through applying *correction factors* or using a *corrector* when:

(a)   the error arising from these effects results in the *metering installation* not meeting the requirements of the *minimum standards*; or

(b)   the operating condition varies during the course of the day affecting the pressure, temperature or supercompressibility; or

(c)   the *Director of Gas* so requires*.*

5.4.2   A *metering data provider* can only make adjustment for *meter* error using a *corrector* or a *correction factor* when:

(a)   the specified correction is uniquely identified for the *corrector* and *meter*;

(b)   the accuracy of the *metering installation* is within the *minimum standards*;

(c)   the method of adjustment by the *corrector* can be varied; and

(d)   the *affected parties* are advised of the compensation device and the settings used.

5.5   Sealing and labelling

5.5.1   A *metering provider* must place a label on any *meter* and *corrector* that has been subject to an *acceptance test* and found to pass the test. The label must include a distinguishing mark and the year of test to indicate that it has passed the test.

5.5.2   If a *meter* or *corrector* has not been tested or has been found not to pass an *acceptance test*, the *metering provider* must ensure that it is not labelled.

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6 Meter reading and data

6.1 Metering data provider

6.1.1 The person responsible for collecting and processing *metering data* from *metering installations* is the *metering data provider*.

6.1.2 The *retailer* may elect to request an offer from the *distributor* to be the *metering data provider* for a *metering installation*.

6.1.3 No later than 15 *business days* after a *distributor* receives from a *retailer* a request in writing that the *distributor* be the *metering data provider* for a *metering installation*, the *distributor* must offer to collect and process *metering data* from the *metering installation* and inform the *retailer* of the terms and conditions on which the offer is made.

6.1.4 The terms and conditions of the offer made by the *distributor* under clause 6.1.3 must be fair and reasonable.

6.1.5 If the *retailer* accepts the offer made under clause 6.1.3, the *distributor* will be the *metering data provider* for that *metering installation*.

6.1.6 If the *retailer* elects not to request an offer from the *distributor* or does not accept an offer from the *distributor*, the *retailer* must either:

(a) be the *metering data provider*; or

(b) engage another person to be the *metering data provider*.

6.1.7 The *retailer* may only be the *metering data provider* if the *retailer* is able to satisfy the *Director of Gas* that it is appropriate, in all the circumstances, for the *retailer* to be the *metering data provider*.

6.2 Obligation to collect metering data

6.2.1 The *metering data provider* must use *best endeavours* to collect *metering data*:

(a) at least daily from *interval metering installations* with telemetry (*allocation group* 1);

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(b)   at least monthly from *interval metering installations* without telemetry (*allocation group* 2), by 5.00 pm on the second *business day* following the end of the *month*;

(c)   at least monthly from *basic metering installations* (*allocation groups* 3 and 4), by 5.00 pm on the second *business day* following the end of the *month*;

(d)   at least once every two months from *basic metering installations* (*allocation groups* 5 and 6); or

(e)   at a greater frequency as agreed by the *metering data provider*, the *distributor* and the *retailer.*

6.2.2   The *metering data provider* must ensure that the *metering data* is collected from each *metering installation* at least once in each 12 month period.

6.2.3   *The metering data provider* must ensure that where *metering data* is not collected from a *metering installation*:

(a)   at the agreed meter reading frequency; or

(b)   at the frequency required by the *allocation agent*,

there is an estimated read.

6.2.4   The *metering data provider* must perform a *special meter reading* or a *final meter reading* at the request of a *retailer*.

6.2.5   *Gas* is to be metered by quantity and converted to units of energy for billing purposes in accordance with a methodology approved by the *Director of Gas*.

6.3   Meter reading for customer transfer

6.3.1   On request by a *retailer*, the *metering data provider* must use *best endeavours* to carry out an *actual meter reading* to enable the transfer of a *customer* to that *retailer* within a reasonable time of the request.

6.3.2   Where a *basic metering installation* is installed, the *final meter reading* prior to a *customer* transferring to a new *retailer,* whether a *scheduled meter reading* or a

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special meter reading, must be forwarded to the current *retailer* and the new *retailer* in accordance with clause 6.8.4 or clause 6.8.5, as applicable.

6.3.3 Where an *interval metering installation* is installed, the *final meter reading* prior to a *customer* transferring to a new *retailer,* whether a *scheduled meter reading* or a *special meter reading*, must be forwarded to the current *retailer* in accordance with clause 6.8.4 or clause 6.8.5, as applicable.

6.4 Collection of metering data

6.4.1 The *metering data provider* must collect the *metering data* stored in a *metering installation* by reading the *meter* at the *customer's supply address*.

6.4.2 Subject to clause 6.4.3, a *customer* may arrange with the *retailer* the manner in which the data stored in a *metering installation* is to be collected by the *metering data provider*.

6.4.3 A *customer* may request that the data stored in the *metering installations* provided to it be collected by the *metering data provider*:

(a) by inspecting the *metering installation*; or

(b) where the *metering installation* is capable of providing data by electronic means, by electronic means; or

(c) where the *metering installation* is capable of providing data by any other means, by such means.

6.4.4 *Basic metering installations* are deemed to be read at the beginning of the *gas day*.

6.4.5 Where the *metering data* held in the *metering installation* is protected from direct or remote access by suitable password and security controls, such passwords and security controls must be used.

6.4.6 Passwords must be treated as confidential information in accordance with clause 6.10.

6.4.7 If there is any discrepancy between:

(a) the data stored in a *metering installation*; and

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(b)   *metering data* in respect of that *metering installation*,

the data stored in the *metering installation* is to be prima facie evidence of the quantity of *gas* or energy, if applicable, supplied to the relevant *customer*.

6.5   Validation and substitution of metering data

6.5.1 The *metering data provider* must ensure that *metering data* collected from an *interval metering installation* under clause 6.1:

(a)   is validated in accordance with schedule 2, clause 1, of this *Code*; and

(b)   where necessary, is substituted in accordance with schedule 2, clauses 2 and 4 of this *Code*.

6.5.2 The *metering data provider* must ensure that *metering data* collected from a *basic metering installation* under clause 6.1:

(a)   is validated in accordance with schedule 3, clause 1, of this *Code*; and

(b)   where necessary, is substituted in accordance with schedule 3, clauses 2 and 4 of this *Code*.

6.5.3 Where tests under clause 6.5.1(a) or 6.5.2(a) demonstrate that there has been a failure of the *metering installation* or that a measurement error exists, the *metering data* must be substituted in accordance with clause 6.5.1(b) or 6.5.2(b) and the *metering data provider* must provide the substituted *metering data* to the *allocation agent*, the *distributor* and the *retailer*.

6.5.4 If a substitution is made to *metering data*, the *metering data provider* must inform the *retailer* accordingly to ensure that a bill issued to the relevant *customer* informs that *customer* that a substitution has been made.

6.5.5 The *metering data provider* must maintain a separate record of the substitution made under clauses 6.5.1(b) and 6.5.2(b) for 7 years and provide access to the record at reasonable times to the *allocation agent, distributor, retailer* or *customer*.

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6.6 **Estimation of metering data**

Where *metering data* cannot be obtained in the time frame required for the *allocation agent*, the *metering data provider* must estimate the *metering data* in accordance with schedule 2, clauses 3 and 4 of this *Code* for an *interval metering installation* and schedule 3, clauses 3 and 4 of this *Code* for a *basic metering installation*.

6.7 **Storage of metering data**

The *metering data provider* must store *metering data* in respect of separate *metering installations*, in the form in which it was collected under clause 6.4:

(a) in an accessible format for a period of 2 years from the date of the *meter* reading; and

(b) in archive for an additional period of 5 years from the date of the *meter* reading.

6.8 **Access to metering data**

6.8.1 A *metering data provider* must give a *customer* access to data stored in a *metering installation* used to measure and record the amount of *gas* supplied to its *delivery point*, either by inspecting the *metering installation* or, where available, by electronic access to the *metering installation*.

6.8.2 The *metering data provider* must, on written request from a *customer*, provide facilities to enable the *customer* to access by remote electronic means data stored in a *metering installation* provided by the *metering provider*.

6.8.3 Where the *metering data provider* has provided facilities to enable the *customer* to access by remote electronic means data stored in a *metering installation*, if remote electronic access to the *metering installation* is unavailable for a period of 5 consecutive *business days* due to actions within the control of the *metering data provider*, the *metering data provider* must, if requested by the *customer*, obtain data locally from the *metering installation* and provide that data to the *customer* at the *metering data provider's* cost.

6.8.4 The *metering data provider* must ensure that access is provided for the *distributor* and the *retailer* to *metering data* (whether actual, substituted under clause 6.4 or estimated under clause 6.5), at the frequency agreed under clause 6.1.1, by 5.00 pm on the first *business day* after that *metering data* has been collected.

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6.8.5 The *metering data provider* must ensure that access is provided for the *distributor* and the *retailer* to *metering data* from *special meter readings* and *final meter readings*, by 5.00 pm on the first *business day* after that *metering data* has been collected.

6.8.6 Where access is provided for the *distributor* and the *retailer* to *metering data* under clauses 6.8.4 and 6.8.5, the *metering data provider* must ensure that any additional data required by the *distributor,* the *retailer* or both of them for billing purposes is also provided.

6.9   Transfer of metering data to the allocation agent

6.9.1 The *metering data provider* must enable the transfer to the *allocation agent* of *metering data* (whether actual, substituted under clause 6.4 or estimated under clause 6.5) and other data reasonably required by the *allocation agent* for settlement of the market.

6.9.2 The *metering data* from *interval metering installations* which are read daily, must be provided to the *allocation agent* by 2:00 pm on the first *business day* following each *gas day*.

6.9.3 The *metering data* from *interval metering installations* which are read monthly, must be provided to the *allocation agent* by 8:00 pm on the third *business day* following the last day of each *month*.

6.9.4 The *metering data* from *basic metering installations* which are read monthly, must be provided to the *allocation agent* by 8:00 pm on the third *business day* following the last day of each *month*.

6.9.5 The *metering data* from *basic metering installations* which are not read monthly, must be provided to the *allocation agent* by 8:00 pm on the third *business day* following the last day of each *month*.

(a)   Where the *basic metering installation* has been read during the previous month, the *metering data* will be the *actual meter reading* and the estimated *metering data* for the period between the *meter* reading and the end of the *month*.

(b)   Where the *basic metering installation* has not been read during the previous month, the *metering data* will be the estimated *metering data* for the *month*.

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6.9.6 The *pipeline operator* must use *best endeavours* to collect *interval metering data* at least daily for each *receipt point*. This *interval metering data* must be provided to the *allocation agent* by 2:00 pm on the first *business day* following each *gas day*.

6.10 Confidentiality

6.10.1 The *metering data provider*, *allocation agent, distributor* and *retailer* must keep *metering data* confidential and use *best endeavours* to protect and preserve the confidential nature of the *metering data*.

6.10.2 The *metering data provider*, *allocation agent, distributor* and *retailer:*

(a) must not disclose *metering data* to any person except as permitted by this *Code* and any other *applicable regulatory instruments*;

(b) must only use or reproduce *metering data* for the purposes for which it was collected under this *Code* or another purpose contemplated by any other *applicable regulatory instrument*;

(c) must not permit unauthorised persons to have access to *metering data;*

(d) must not disclose to any person *metering data* for a particular *customer* without the *explicit informed consent* of that *customer*; and

(e) must ensure that the *metering data* and other information obtained from a *customer* is treated in accordance with the *explicit informed consent* of the *customer* and in accordance with any *applicable regulatory instrument*.

6.10.3 This clause 6.10 does not prevent:

(a) the disclosure, use or reproduction of *metering data* if the *metering data* is at the time generally and publicly available otherwise than as a result of breach of confidence by the *metering data provider, allocation agent, distributor* or a *retailer* or its *disclosees*;

(b) the disclosure of *metering data* by the *metering data provider, allocation agent, distributor* or a *retailer* or its *disclosees* to:

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(i)   its employees or the employees of its *related bodies corporate* subject to any *applicable regulatory instrument*; or

(ii)   its legal or other professional advisor, auditor or other consultant, requiring the *metering data* for the purposes of this *Code* or any other *applicable regulatory instrument* or for the purpose of advising the *metering data provider, allocation agent, distributor* or the *retailer* or *disclosee* in relation to those purposes;

(c)   the disclosure, use or reproduction of *metering data* with the *explicit informed consent* of the relevant *customer*;

(d)   the disclosure, use or reproduction of *metering data* to the extent required by law or by lawful requirement of:

(i)   any government or governmental body, authority or agency having jurisdiction over the *metering data provider, allocation agent, distributor* or a *retailer* or its *related bodies corporate*;

(ii)   any stock exchange having jurisdiction over the *metering data provider*, *allocation agent, distributor* or a *retailer* or its *related bodies corporate*; or

(iii)   the *Director of Gas*;

(e)   the disclosure, use or reproduction of *metering data* required in connection with legal proceedings, arbitration, expert determination or other dispute resolution mechanism under this *Code* or any other *applicable regulatory instrument*;

(f)   the disclosure use or reproduction of *metering data* which is trivial in nature;

(g)   the disclosure, use or reproduction of *metering data* required to protect the safety of personnel or equipment; or

(h)   the disclosure, use or reproduction of *metering data* by or on behalf of the *metering data provider,* the *allocation agent,* the *distributor* or the *retailer* to the extent it is reasonably required in connection with the *metering data provider's,* the *allocation agent's,* the *distributor's* or the *retailer's* financing

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arrangements, investment in the ***allocation agent, distributor*** or the ***retailer*** or disposal of the ***metering data provider,*** the ***allocation agent,*** the ***distributor*** or the ***retailer***.

6.10.4 In the case of a disclosure under clauses 6.10.3(b) and 6.10.3(h), the ***metering data provider***, the ***allocation agent,*** the ***distributor*** or the ***retailer*** making the disclosure must inform the relevant ***disclosee*** of the confidentiality of the ***metering data*** and use ***best endeavours*** to ensure that the ***disclosee*** keeps the ***metering data*** confidential.

6.11   Profiling

The daily ***metering data*** for a ***basic metering installation*** may be determined by applying:

(a)   a ***static deemed profile*** (***SDP***) (***allocation group*** 3);

(b)   a sample ***dynamic deemed profile*** (***DDP***) (***allocation group*** 5); or

(c)   a ***net system load profile*** (***NSLP***) (***allocation groups*** 4 and 6).

6.12   Static deemed profile

6.12.1   Preparation of a static deemed profile

(a)   A ***static deemed profile*** may be used to produce daily ***metering data*** where approved by the ***allocation agent***. The following data must be provided to the ***allocation agent*** when approval is sought:

(i)   any site specific ***interval metering data*** from the last 12 months;

(ii)   a minimum of 12 ***months' meter*** reading data (***meter*** reading dates, service days and energy usage each period);

(iii)   actual daily ***gas*** usage profile through a typical week, collected by manual ***meter*** readings if necessary (provided that if such information is not available the ***allocation agent*** may (at the ***allocation agent's*** discretion) be prepared to accept good information derived from the business operation profile);

(iv)   the ***customer's*** 4 digit Standard Industry Category code;

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    (v)   details of any projected load growth or contraction; and

    (vi)   any external factors that may affect the predictability of the load.

(b)   Subject to clause 6.12.1(a), a *static deemed profile* must be prepared by:

    (i)   the *allocation agent*; or

    (ii)   the *metering data provider*, subject to approval by the *allocation agent*.

(c)   The *static deemed profile* must be prepared as the estimated *gas* quantity for each day of a 12 *month* period based on, in order of preference:

    (i)   full year of historical *interval metering data* and estimated future variations;

    (ii)   sample historical *interval metering data*, site operating information, 12 *months'* historical actual monthly usage data and estimated future variations;

    (iii)   estimated usage profile based on daily usage profile for a similar type of *customer* and historical actual monthly usage data; and

    (iv)   estimated usage profile based on site operating or daily usage profile for a similar type of *customer*.

6.12.2   Application of a static deemed profile

(a)   The *basic metering installations* to which a *SDP* is to be applied must be read monthly.

(b)   The *allocation agent* must apply the *SDP* to the monthly *metering data* to obtain daily *metering data* (*allocation group* 3). The *SDP* must be applied as follows:

Daily *metering data*$_i$

$$= \text{Monthly } \textbf{\textit{metering data}} \times \frac{SDP_i}{\sum\limits_{i=m}^{n} SDP_i}$$

where $i = $ ***gas day*** i

            $m = $ start date, determined in accordance with clause 6.15

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> n = end date, determined in accordance with clause 6.15

6.13   Sample dynamic deemed profile

6.13.1   Preparation of a sample dynamic deemed profile

(a)   A sample *dynamic deemed profile* may be used to produce daily *metering data* if it is representative of the consumption at the *delivery point* and has been approved by the *allocation agent*.

(b)   Sample *interval metering installations* must be installed at *delivery points* that are representative of the *dynamic deemed profile*.

(c)   The *metering data provider* must ensure that sample *interval metering installations* are installed:

   (i)   at no less than 200 *NMIs*, or

   (ii)   at no less than 20% of the *NMIs* which are to be represented by the *dynamic deemed profile*,

   whichever is the lesser.

(d)   Subject to this clause6.13.1, a sample *dynamic deemed profile* must be prepared by the *allocation agent*, as follows:

> $$\text{Sample DDP}_i = \sum_{n=1}^{N} (\textit{metering data} \text{ from sample meter for } \textbf{\textit{gas day}}_i) \times (\text{weighting factor})_n$$
>
> where i = *gas day i*
>
> n represents the set of sample *meter*(s)

(e)   To contest a sample *dynamic deemed profile* that has been approved by an *allocation agent*, a party must request the *allocation agent* to reconsider the matter.

(f)   Upon receipt of such a request, the *allocation agent* must review the information used to establish the sample *dynamic deemed profile* and determine whether the sample *dynamic deemed profile* is acceptable or is to be amended.

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(g)   The *allocation agent* must endeavour to make its determination and provide a report on the same to the *affected parties* within 20 *business days* of receipt of the request.

(h)   If any *affected party* remains unsatisfied after the *allocation agent* has concluded its review and made its determination, that party may request that the *allocation agent* appoint an independent *auditor* to review the matter.

(i)   Upon receipt of such request the *allocation agent* will appoint an independent *auditor* (unless the *allocation agent* reasonably considers the request to be vexatious or trivial). The *allocation agent* will consult with the affected parties regarding the identity of the *auditor*, but the *allocation agent's* decision as to the identity of the *auditor* will be final.

(j)   The *allocation agent* will instruct the *auditor* to review the information used to establish the sample *dynamic deemed profile* and determine whether the sample *dynamic deemed profile* is acceptable or is to be amended. The *auditor*'s report will be delivered as soon as reasonably possible and its determination will be final and binding on the parties.

(k)   If it is determined that the sample *dynamic deemed profile* is to be amended, the amended sample *dynamic deemed profile* is to be applied from the following *allocation*. There will be no retrospective application of an amended sample *dynamic deemed profile*.

6.13.2   Application of a sample dynamic deemed profile

The *allocation agent* must apply the sample *DDP* to the *metering data* to obtain daily *metering data*. The sample *DDP* must be applied as follows:

$$\text{Daily } \textbf{\textit{metering data}}_i = \textbf{\textit{Metering data}} \quad \text{x} \quad \frac{\text{Sample DDP}_i}{\displaystyle\sum_{i=m}^{n} \text{Sample DDP}_i} \quad \text{x } (1 + \textbf{\textit{Residual UFG}})$$

where i = *gas day* i

m = start date, determined in accordance with clause 6.15

n = end date, determined in accordance with clause 6.15

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6.14 Net System Load Profile

6.14.1 Preparation of a Net System Load Profile

(a) The *Net System Load Profile (NSLP)* must be used to produce daily *metering data* for all *basic metering installations* that have not had a *SDP* or a sample *DDP* applied.

(b) A *NSLP* must be prepared by the *allocation agent* for each *receipt point*, as follows:

$NSLP_i =$ Energy inflow to *receipt point* $_I$

$$-\ \sum_{j=i}^{J} \text{Daily } \textit{metering data}_i \times (1 + \textit{loss factor})$$

where $i = \textbf{gas day } i$

$j =$ daily *metering data*, including from:

- *interval metering installations* with telemetry;

- *interval metering installations* without telemetry;

- *basic metering installations* which have had a *SDP* applied;

- *basic metering installations* which have had a sample *DDP* applied.

6.14.2 Application of a Net System Load Profile

(a) Where the *basic metering installation* is read monthly (*allocation group* 4), the *allocation agent* must apply the *NSLP* to the monthly *metering data* that has not had a *SDP* applied, to obtain daily *metering data*. The *NSLP* must be applied as follows:

Daily *metering data*$_i$ = Monthly *metering data* $\times \dfrac{NSLP_i}{\sum\limits_{i=m}^{n} NSLP_i}$

where $i = \textbf{gas day } i$

$m =$ start date, determined in accordance with clause 6.15

$n =$ end date, determined in accordance with clause 6.15

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(b)   Where the **basic metering installation** is not read monthly (**allocation group** 6), the **allocation agent** must apply the **NSLP** to **metering data** that has not had a sample **DDP** applied, to obtain daily **metering data**. The **NSLP** must be applied as follows:

Daily **metering data**$_i$= **Metering data**   x $\dfrac{\text{NSLP}_i}{\displaystyle\sum_{i=m}^{n} \text{NSLP}_i}$ x (1 + **Residual UFG**)

where i = **gas day** i

m = start date, determined in accordance with clause 6.15

n = end date, determined in accordance with clause 6.15

6.15   Start dates and end dates for application of profiles

6.15.1 If the **metering data** is an **actual meter reading**:

(a)   the start date is the start of the **gas day** of the previous **meter** reading; and

(b)   the end date is the end of the **gas day** prior to the current **meter** reading date.

6.15.2 If the **metering data** is an estimate:

(a)   the start date is the later of:

(i)   the start of the first **gas day** of the **month**;

(ii)   the start of the **gas day** of the previous **meter** reading (whether actual or estimate); and

(iii)   the start of the first **gas day** on which the **delivery point** is transferred to a new **retailer**;

(b)   the end date is the earlier of:

(i)   the end of the last **gas day** of the **month**; and

(ii)   the end of the **gas day** of the estimate **meter** reading date.

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6.16 Adjustment to monthly metering data to correct for estimated quantities

6.16.1 If the *metering data* for a *metering installation* has been estimated in a *month*, then in the *month* when the *actual meter reading* occurs, the *metering data* for that *month* must be adjusted by the *metering data provider* by the difference between the actual *metering data* and the estimated *metering data* in the previous *month(s)*.

6.16.2 The *metering data provider* must provide to the *allocation agent*, for each *allocation group*, the adjustments for prior months as a proportion of the *metering data* for that *month*. This data must be provided by 8:00 pm on the third *business day* of the *month*.

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7 Allocation

7.1 Rights of an allocation agent

An *allocation agent* may:

(a) when requested to approve a *static deemed profile*, accept or, subject to clause 6.12.1, reject it;

(b) review an existing *static deemed profile*, whereupon the party which originally submitted the *static deemed profile* is, subject to clause 6.12.1, bound by the outcome of the review;

(c) in exceptional circumstances, where adequate data is not otherwise available, require a *retailer* to have installed an *interval metering installation*, to check the validity of any *static deemed profile* whereupon that *retailer* must comply with such requirement;

(d) request a party to provide whatever information is reasonably required to conduct an *allocation* and that party must comply promptly with the request, to the extent it is able to do so;

(e) impose on parties any reasonable procedures which may be necessary to conduct an *allocation* and which are not inconsistent with the terms of this *Code*. Parties affected must follow any such procedures;

(f) make reasonable assumptions which will allow an *allocation* to be completed if insufficient information is available when required or the information is of suspect accuracy;

(g) correct any previous *allocation* if information comes to hand which proves it to be materially in error;

(h) levy charges on any party who, through late provision of information, causes additional work in calculating and notifying allocated quantities, whereupon that party must pay the same; and

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(i)   contract to provide other services to parties (such as preparation of a *static deemed profile*, calculating corrections for metering errors, or preparation of data normally provided by parties to the *allocation agent* at month end).

7.2   Obligations of an allocation agent:

An *allocation agent* must:

(a)   use the *allocation* methodology and process provided for in, and otherwise comply with, this *Code*;

(b)   act in an impartial manner in its dealings with all parties;

(c)   except as otherwise required by law or for the proper purposes of carrying out its role as *allocation agent* in accordance with this *Code*, not disclose to any third party information relating to any party without that party's consent;

(d)   provide each party to an *allocation agreement* with that *allocation agent*, or persons nominated by such a party ("entitled parties"), with the quantities of *gas* allocated to that party in respect of the *receipt points* covered by the *allocation agreement*;

(e)   on request, provide an *auditor* with whatever information is necessary to enable that *auditor* to determine whether an *allocation* has been performed correctly;

(f)   reconcile over time previously allocated quantities based on estimates, and *actual meter readings*, ensuring an appropriate estimating methodology is used;

(g)   when requested to approve a *static deemed profile*, accept or, subject to clause 6.12.1, reject it;

(h)   ensure that any employees or agents of the *allocation agent* are bound by the same confidentiality obligations as the *allocation agent*;

(i)   maintain records of all data relating to every *allocation* in a tidy and accessible format; and

(j)   transfer a full set of *allocation* files to any new *allocation agent* appointed to take over *allocation* at any *receipt points* for which the *allocation agent* had responsibility.

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7.3   Allocation agreement and allocation agent's charges

7.3.1 A person must become a party to an *allocation agreement* before trading any *gas* on the downstream *distribution system*. If there is an existing *allocation agreement* for the relevant *receipt point* that person shall become a party to that *allocation agreement*.

7.3.2 If there is no existing *allocation agreement* for a *receipt point*, all persons wishing to share that *receipt point* shall use *best endeavours* to agree upon an *allocation agent*. If the persons are unable to reach agreement within 20 *business days* of commencing discussions with each other, any of those persons may request the *Director of Gas* to nominate an *allocation agent*.

7.3.3 A *retailer* who shares in a *receipt point* and any other person who is fiscally affected by the *allocation* of quantities at a *receipt point* may not be the *allocation agent* for that *receipt point*.

7.3.4 An *allocation agreement* will set out the terms on which the *allocation agent* will provide *allocation* services to the parties to a shared *receipt point*. An *allocation agreement* must not contain provisions which conflict with, or are inconsistent with, the provisions of this *Code*. To the extent that an *allocation agreement* does contain provisions which conflict with or are inconsistent with the provisions of this *Code*, the provisions in this *Code* will prevail and the provisions of the *allocation agreement* will have no effect.

7.3.5 An *allocation agent* may only recover its costs for providing *allocation* services by way of charges to be payable under the *allocation agreement.*

7.3.6 As a guideline, the charges payable under an *allocation agreement* will generally cover the following:

(i)   setting up *allocation* files for a new party to an *allocation agreement*;

(ii)   adding a new site;

(iii)   approving a *static deemed profile*;

(iv)   day end information service;

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(v)   month end allocation service; and

(vi)   hourly rate to cover any irregular or non standard services (e.g. correction of errors, reconciliation, participation in audit).

7.3.7 The schedule of charges must provide for which party or parties are to be charged for the service provided, and the basis of apportionment where applicable.

7.3.8 Separate charges may be specified for any other services provided by the *allocation agent* to any particular party.

7.3.9 The *allocation agent's* charges payable under the *allocation agreement* must be reasonable, transparent, reflective of the cost of providing the services and separately specified.

7.4   Allocation services

7.4.1 The *allocation agent* may provide the following services:

(a)   **Day End Estimated Energy Information Service ("Day End Information Service"):**   Information provided under this service is to assist fulfilling obligations to *gas* suppliers (good faith nominations) and to manage capacity rights and obligations in respect of the *transmission system*.   The day end information is not necessarily of "billing quality".

(b)   **Month End Daily Energy Allocation Service ("Month End Allocation Service"):**   Month end daily *allocation* information is provided for billing *customers* and reconciling bills for transmission services.   This information is of "billing quality".

(c)   **Month End Monthly Energy Allocation Service:**   Monthly information may be provided where daily information is not required.

7.4.2 The specific services provided by an *allocation agent* to any party will be specified in the *allocation agreement* between the *allocation agent* and that party.

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7.5 Day End Information Service

7.5.1 The *allocation agent* must provide a *Day End Information Service* for each *gas day*.

7.5.2 If the *metering data* required to provide the *Day End Information Service* has not been provided to the *allocation agent* as required under clause 6.9, the *allocation agent* must estimate the *metering data* in accordance with clause 6.6 of this *Code*.

7.5.3 The *allocation agent* must calculate the estimated residual daily quantity of *gas* for each *receipt point*, as follows:

> Residual *receipt point* quantity$_i$
>
> = Energy inflow to *receipt point*$_i$ - ($\sum$IM$_i$) + SDP$_i$) x (1 + *loss factor*)
>
> where i = *gas day i*
>
>   IM = *metering data* from *interval metering installations* with telemetry (*allocation group* 1)
>
>   SDP = estimated daily quantity for the *static deemed profile* (*allocation group* 3)

7.5.4 The *allocation agent* must allocate the estimated residual daily quantity of *gas* for each *receipt point* to each *retailer* as follows:

> Residual *receipt point* quantity for *retailer* r$_i$ = χ_n Residual *receipt point* quantity$_i$
>
> where χ_m = (*Receipt point* load$_{m-1}$ – $\sum$IM$_{m-1}$ – SDP$_{m-1}$)$_r$
>
>   *Receipt point* load$_{m-1}$ – $\sum$IM$_{m-1}$ – SDP$_{m-1}$)
>
> i = *gas day i*
>
> r = *retailer r*
>
> m = *month m*
>
>   IM = *metering data* from *interval metering installations* with telemetry (*allocation group* 1)
>
>   SDP = estimated daily quantity for the *static deemed profile* (*allocation group* 3)

7.5.5 The *allocation agent* must allocate the daily *receipt point* quantity to each *retailer* as follows:

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> Daily quantity of *gas* for *retailer* r_i
>
> $= \sum IM_{ir} + SDP_{ir} +$ Residual *receipt point* quantity for *retailer* r_i
>
> where $i = $ *gas day i*
>
> $r = $ *retailer r*
>
>   IM $= $ *metering data* from *interval metering installations* with telemetry (*allocation group* 1)
>
>   SDP $= $ estimated daily quantity for the *static deemed profile* (*allocation group* 3)

7.5.6 The *allocation agent* must provide the Day End Information to the parties that have contracted for that service by 5:00 pm on the first *business day* following the end of the *gas day*.

7.6   Month End Allocation Service

7.6.1 The *allocation agent* must provide a *Month End Allocation Service* at the end of each *month*.

7.6.2 If the *metering data* required to provide the *Month End Allocation Service* has not been provided to the *allocation agent* as required under clause 6.9, the *allocation agent* must estimate the *metering data* in clause 6.6 of this *Code*.

7.6.3 The *allocation agent* must calculate the *residual unaccounted for gas* (*UFG*) for the *month*, as follows:

> $$\textbf{\textit{Residual UFG}}_m = \frac{(\sum IM_m + \sum MRBM_m + \sum EBM_m) \times (1 + \textbf{\textit{loss factor}})}{\sum \text{Energy inflows to all } \textbf{\textit{receipt points}}_m} - 1$$
>
> where $m = $ *month*
>
>   IM $= $ *metering data* from *interval metering installations* (*allocation groups* 1 and 2)
>
>   MRBM $= $ *metering data* from monthly read *basic metering installations* (*allocation groups* 3 and 4)
>
>   EBM $= $ *metering data* (estimated) from *basic metering installations* not read on a monthly basis (*allocation groups* 5 and 6)

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7.6.4 The *allocation agent* must provide the *residual unaccounted for gas* for each *month* to the *Director of Gas,* by the fifth *business day* following the end of the *month*.

7.6.5 The *allocation agent* must allocate the monthly *receipt point* quantity for each *receipt point* to each *retailer*, as follows:

Monthly quantity of *gas* for *retailer$_{rm}$*

$$= (\sum_r IM_m + \sum_r MRBM_m + \sum_r EBM_m \times (1 + \textbf{\textit{Residual UFG}}_m) \times (1 + \textbf{\textit{loss factor}})$$

where $m =$ *month*

IM =   *metering data* from *interval metering installations* (*allocation groups* 1 and 2)

MRBM = *metering data* from monthly read *basic metering installations* (*allocation groups* 3 and 4)

EBM =   *metering data* (estimated) from *basic metering installations* not read on a monthly basis (*allocation groups* 5 and 6)

7.6.6 The *allocation agent* must allocate the *receipt point* quantity for each *gas day* in the *month* for each *receipt point* to each *retailer*, as follows:

Daily quantity of *gas* for *retailer$_i$*

$$= (\sum_i IM + \sum_i Daily \textit{ metering data} \text{ calculated in accordance with clause 6.12.2 (\textbf{\textit{allocation group}} 3)}$$

$$+ \sum_i Daily \textit{ metering data} \text{ calculated in accordance with clause 6.13.2 (\textbf{\textit{allocation group}} 5)}$$

$$+ \sum_i Daily \textit{ metering data} \text{ calculated in accordance with clause 6.14.2(a) (\textbf{\textit{allocation group}} 4)}$$

$$+ \sum_i Daily \textit{ metering data} \text{ calculated in accordance with clause 6.14.2(b) (\textbf{\textit{allocation group}} 6))}$$

$$\times (1 + \textbf{\textit{loss factor}})$$

where $i =$ *gas day*

IM =   *metering data* from *interval metering installations* (*allocation groups* 1 and 2)

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7.6.7 The *allocation agent* must provide the Month End Monthly Information Service and Month End Daily Information Service to the parties that have contracted for the service by 8:00 am on the fourth *business day* following the end of the *month*.

7.7 Adjustment to allocations to correct for estimated quantities

If the adjustments to the *metering data* for prior *months*, as a proportion of the *metering data* for that *month*, as advised to the *allocation agent* under clause 6.16.2, are material, then the *allocation agent* must, in consultation with the affected parties:

(a)   re-calculate the monthly *metering data* for the affected *months*;

(b)   re-calculate the *residual UFG* for the affected *months;*

(c)   re-calculate the daily *metering data* for the affected *months*;

(d)   re-calculate the monthly quantity of *gas* for each *retailer* for the affected *months*;

(e)   re-calculate the daily quantity of *gas* for each *retailer* for the affected *months*; and

(f)   provide the updated information service to the affected parties contracted for the relevant service.

7.8 Audit

7.8.1 Any party affected by an *allocation* may, by written notice to the *allocation agent*, request an audit of the *allocation*.

7.8.2 Unless the *allocation agent* reasonably considers an audit request to be vexatious or trivial, the *allocation agent* must:

(a)   upon receiving a notice referred to in paragraph 7.8.1, select an *auditor*. The *auditor* is to be a person who is independent of and acceptable to all of the parties affected by the relevant *allocation*. The *allocation agent* must consult with the requesting party regarding the identity of the *auditor*, but the *allocation agent's* decision as to the identity of the *auditor* will be final;

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(b)   appoint the person selected as *auditor* on terms and conditions whereby the *auditor* agrees to comply with the provisions of this clause (insofar as they provide for rights and obligations on the part of the *auditor*);

(c)   upon appointment of the *auditor*, determine, in consultation with the requesting party and the *auditor*, the terms of reference for the audit;

(d)   obtain from the *auditor* an estimate of its fees and expenses for the conduct of and preparation of reports in relation to, the audit (the "estimated cost of the audit"); and

(e)   notify the requesting party and each other party likely to be affected fiscally in the event of an *allocation* being amended as a result of an audit (an "affected party") of:

   (i)   the name of the *auditor*;

   (ii)   the names of the requesting party and all affected parties;

   (iii)   the terms of reference; and

   (iv)   the estimated cost of the audit.

7.8.3   An *allocation* which was performed more than 18 months prior to the requesting party's notice of request for an audit is not to be the subject of an audit unless the *auditor* determines that, on the information presented to the *auditor* (prior to conducting an audit of the *allocation*), there is prima facie evidence of a material breach of this *Code* or that the result of the *allocation* was unfair or inequitable.

7.8.4   The *auditor* is to conduct the audit in accordance with the terms of reference with due and proper diligence in order to determine (unless the terms of reference otherwise provide) whether the *allocation agent* has performed the *allocation* in accordance with this *Code* and whether or not the results of the *allocation* are fair and equitable as between the affected parties.

7.8.5   The *allocation agent*, the requesting party and each affected party is to provide to the *auditor* such information as the *auditor* may reasonably require for the conduct of the audit.

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7.8.6 On completion of the audit, the ***auditor*** is to produce and deliver the following reports:

(a) a full report (which may contain confidential information obtained in the conduct of the audit) to the ***allocation agent***; and

(b) a report which summarises the full report (and excludes any confidential information obtained in the conduct of the audit), to the requesting party and the affected parties.

7.8.7 The reports are to:

(a) set out the ***auditor's*** findings on the terms of reference; and

(b) unless the terms of reference provide otherwise, make:

(i) findings as to whether or not the ***allocation agent*** has performed the ***allocation*** in accordance with this ***Code*** and the results of the ***allocation*** are fair and equitable;

(ii) recommendations as to how any identified deficiency should be remedied; and

(iii) recommendations as to who should pay the ***auditor's*** fees and expenses in respect of the conduct of the audit and production and delivery of the reports.

7.8.8 In formulating a recommendation as to which party should bear the cost of the conduct of an audit and the preparation and delivery of the reports, the ***auditor*** shall have regard to the following principles:

(a) if the ***allocation agent*** has performed the ***allocation*** in accordance with this ***Code*** and all other parties have performed their respective obligations under this ***Code***, the requesting party is to pay;

(b) if the ***allocation agent*** has not performed the ***allocation*** in accordance with this ***Code*** and all other parties have performed their respective obligations under this ***Code***, then the ***allocation agent*** is to pay;

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(c)   if one of the affected parties has not performed its obligations under this *Code*, then that affected party is to pay; and

(d)   if more than one of the requesting party, the ***allocation agent*** and the affected parties have not performed their respective obligations under this *Code*, then those parties in default must pay in proportions which reflect the relative materiality of their defaults.

7.8.9   The ***allocation agent*** must consider the ***auditor's*** recommendation as to who should pay the ***auditor's*** fees and expenses in respect of the conduct of the audit and production and delivery of reports and, unless there are compelling reasons to do otherwise, make a determination in accordance with the ***auditor's*** recommendation.

7.8.10 If the terms under which the ***auditor*** is engaged so require, the requesting party, prior to the commencement of the audit, is to:

(a)   provide an undertaking to the ***auditor*** to pay the ***auditor's*** fees and expenses;

(b)   pay a deposit to the ***auditor*** as security for such payment; or

(c)   provide to the ***auditor*** a bond in favour of the ***auditor*** from a bank registered in Australia (or other person approved by the ***auditor***) in an amount equal to the estimated cost of the audit as security for payment on terms satisfactory to the ***auditor***.

7.8.11 For the avoidance of doubt, the ***auditor*** may require the requesting party to pay in the first instance, and may use any deposit or exercise rights under any bond accordingly.

7.8.12 If the ***allocation agent*** determines that some other party must pay, or pay a portion, then that other party must, on the demand of the requesting party, immediately reimburse the requesting party accordingly together with interest on the amount to be reimbursed from the date of payment to the ***auditor*** by the requesting party to the date of reimbursement at a rate equal to the 90 day commercial bill rate applying on the date of payment to the ***auditor***.

7.8.13 The ***auditor*** must keep any confidential information obtained by the ***auditor*** in conducting the audit confidential and must not disclose any such information to any person (other than pursuant to clause 7.8.7). Upon the completion of the audit, the

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auditor must return all copies of confidential information to the person from whom it was obtained.

7.8.14 If the *auditor's* reports recommend that an *allocation* should be amended in any way, the *allocation agent* is to implement the amendment as soon as is reasonably possible. Prior to doing so, the *allocation agent* will notify the affected parties of its intention to amend and must seek comment from those parties as to the best means of implementation. The *allocation agent* shall consider any such comments made within 10 *business days* of the date it gave notice to the requesting party and the affected parties. The *allocation agent's* decision on how best to implement the amendment will be final.

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8 Reconciliation

8.1 Obligation to do reconciliations

The *allocation agent* must undertake:

(a)   a *reconciliation* for each *month*:

    (i)   by the tenth *business day* after the end of the *month*;

    (ii)   by the tenth *business day* two months after the end of the *month*; and

    (iii)   by the tenth *business day* one year after the end of the *month*;

(b)   an annual reconciliation pursuant to clause 8.2; and

(c)   any additional reconciliations that may be required, pursuant to clause 8.3.

8.2 Annual reconciliation

8.2.1   The *allocation agent* must undertake an annual reconciliation in October each year to:

(a)   verify the reasonableness of the estimating methodology and resulting estimates used in any *allocation* during the previous 12 months;

(b)   determine if an alternative estimating methodology needs to be used to provide more accurate estimates;

(c)   where there is a need to implement an alternative methodology, determine an implementation timeframe; and

(d)   provide any data that may be required by the *distributor* to determine the *loss factors* to be used in the following year.

8.2.2   The *distributor* must calculate the *loss factors* for each year and provide them to the *Director of Gas* by the end of November in the preceding year.

8.3 Additional reconciliations

The *allocation agent* may undertake additional reconciliations from time to time to verify the reasonableness of estimates produced using any new estimating methodology.

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9   Dispute resolution

This clause is to be completed after consultation on the Issues Paper.

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10 Definitions and interpretation

10.1 Definitions

In this *Code*, unless the context otherwise requires:

"acceptance testing" means the testing and setting by a manufacturer or installer on a *meter*, *corrector*, or *metering installation* to establish the initial calibration of the *meter*, *corrector*, or *metering installation.*

"actual meter reading" means the physical collection of *metering data* by way of a *scheduled meter reading,* a *special meter reading* or a *final meter reading*.

"Adviser" means the adviser appointed pursuant to clause [] of this *Code*.

"affected party" means a party who may be affected by the possible inaccuracy of a *metering installation* or *metering data* from that *metering installation*, or by the possible inaccuracy of an *allocation*, as the context requires.

"allocation" means the process of attributing quantities of energy to persons with an interest in any *gas* at a shared *receipt point*.

"allocation agent" means the person responsible for *allocation* in respect of a particular *receipt point*. An *allocation agent* will be certified by the *Director of Gas*, and will operate subject to the terms of the certification.

"allocation agreement" means an agreement between the users of a shared *receipt point* and the *allocation agent* for that *receipt point*.

"allocation group" means the group of *metering installations* for which the daily *metering data* is determined using the same process.

"applicable regulatory instrument" means any Act or regulatory instrument made under an Act, or a regulatory instrument issued by the *Director of Gas*, which applies to a *distributor, retailer, metering provider* or *metering data provider.*

"associate" means a subordinate member of a party.

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"auditor" means an auditor appointed under clause 6.13.1 or clause 7.8 of this **Code**, as the context requires.

"basic metering installation" means a **metering installation** that does not include an **interval meter**.

"best endeavours" means to act in good faith and use all reasonable effort, skills and resources.

"business day" means:

(a)   in relation to interaction between the **distributor** or the **retailer** and a **customer** a day on which banks are open for general banking business in the region of Tasmania in which the **customer's supply** address is located, excluding a Saturday or Sunday; and

(b)   in all other cases a day on which banks are open for general banking business in Hobart, excluding a Saturday or Sunday.

"Code" means this Gas Customer Transfer and Reconciliation Code.

"core principles" means the principles set out in clause 1.3 of this **Code**.

"correction factor" means a factor that is applied to a **meter** reading to convert the volume to the volume at standard conditions. Factors may be applied to correct for deviations of temperature, pressure, altitude and compressibility.

"corrector" means a device which adjusts uncorrected quantity of **gas** from actual to standard conditions for billing and other purposes.

"customer" has the meaning given to that term in the **Gas Act**.

"customer transfer notice" means a notice described in clause 3.3.1 of this **Code**.

"data logger" means a device that collects and stores data relating to the quantity, temperature and pressure of **gas** and is capable of either:

(a)   transferring recorded data to a portable reading device; or

(b)   being accessed electronically through a data collection system.

"Day End Information Service" means the service referred to in clause 7.5 of this **Code**.

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"deemed profile" means the estimated daily usage profile of a *delivery point*.

"defective" means, in relation to a *metering installation*, that it is not meeting the *minimum standards*.

"delivery point" means:

(a)   the outlet of a *meter* used to measure a *customer's gas* use; or

(b)   if paragraph (a) does not apply, the point of supply of *gas* between the *distributor* and the *customer*.

"Director of Gas" means the *Director of Gas* appointed pursuant to the *Gas Act*.

"disclosee" means a person to whom a *metering data provider*, an *allocation agent*, a *distributor* or a *retailer* has disclosed or wishes to disclose *metering data*.

"dispute resolution panel" or *"DRP"* means the dispute resolution panel established pursuant to clause [] of this *Code*.

"distribution licence" means a licence to construct and/or operate *distribution systems* under the *Gas Act*.

"distribution system" has the meaning given to that term under the *Gas Act*.

"distributor" means:

(a)   a person who holds a *distribution licence*; or

(b)   a person who is, by virtue of section 117 of the *Gas Act,* exempt from the requirement to obtain a *distribution licence*.

"dynamic deemed profile" or *"DDP"* means a *deemed profile* which changes in accordance with information obtained from interval metering at one or several sample sites representative of the demand of one or more *delivery points*.

"EST" means Australian Eastern Standard Time.

"estimated read" means an estimate in lieu of a *meter* reading.

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"explicit informed consent" means the consent gained from a *customer* in accordance with clause 3.2 of this *Code*.

"final meter reading" means the last *meter* reading that is taken for a *customer* before:

(a)   transferring to a new *retailer*; or

(b)   discontinuing its supply of *gas*.

"gas" has the meaning given to that term in the *Gas Act*.

"Gas Act" means the *Gas Act 2000* (Tasmania).

"gas day" means a period of 24 consecutive hours, beginning at 6.30 a.m. *EST* on one day and ending at 6.30 am *EST* on the next day. When referring to a particular *gas day* the date of that day will be the date on which that *gas day* begins.

"installation database" means a database of calibration data which a *metering provider* is required, pursuant to this *Code,* to keep in respect of its *metering installations*.

"interested party" means a person whose interests are affected by a decision of the relevant authority or an authorised officer of the appropriate authority.

"interval meter" means a *meter* which has associated *data logging* facilities to allow *meter* readings to be recorded at pre-determined intervals.

"interval metering installation" means a *metering installation* with an *interval meter*.

"loss factor" means the long term estimation of the losses applicable to a *distribution system* or part thereof as determined from time to time by a *distributor*, expressed as a percentage of the metered quantities of *gas* entering the *distribution system* at the *receipt point*.

"meter" means an instrument that measures the quantity of *gas* passing through it and includes associated equipment attached to the instrument to filter, control or regulate the flow of *gas*.

"meter class" means a group of *meters* in which:

(a)   all the *meters* have been made to the same specifications by the same manufacturer;

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(b)   there are no significant differences in components or materials between the *meters*; and

(c)   all the *meters* have been sealed with the same date code.

"metering data" means the data obtained from a *metering installation*, the processed data or estimated data.

"metering data provider" means the person responsible for collecting and processing *metering data*.

"metering installation" means the *meter* and associated equipment and installations, which may include *correctors*, regulators, filters, *data loggers* and telemetry relating to a *delivery point*.

"metering provider" means the person responsible for the provision, installation and maintenance of a *metering installation*.

"minimum standards" means the minimum standards referred to in clause 4.6 of this *Code*.

"month" means the period beginning at 6.30 a.m. on the first *gas day* of a calendar month and ending at 6.30 am on the first *gas day* of the following calendar month.

"Month End Allocation Service" means the service referred to in clause 7.6 of this *Code*.

"NATA" means the National Association of Testing Authorities, Australia.

"National Metering Identifier" or *"NMI"* means the unique 10 numeric digit identifier assigned to a *delivery point* by a *distributor*.

"Net System Load Profile" or **"NSLP"** means the net throughput of a *receipt point* after deducting *interval metering data*, *static deemed profile* and *dynamic deemed profile* quantities from total *receipt point* quantities.

"NMI checksum" means the single numeric digit identifier that is calculated as a check sum.

"NSRD" means the date of the next *scheduled meter reading*.

"OTTER" means the office of the *Director of Gas*.

"pipeline licence" means a licence to operate and maintain a pipeline for carrying *gas* under the *Gas Pipelines Act 2000* (Tasmania).

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"pipeline operator" means a person who holds a *pipeline licence*.

"receipt point" means a point at which *gas* passes from a *transmission system* into a *distribution system* or from a *distribution system* into a *distribution system*.

"reconciliation" means the process performed by the *allocation agent* to compare actual metered quantities with estimated quantities for the same *metering installations* and, where the error is considered material, correcting previously allocated quantities and/or requiring an alternative estimation methodology to be adopted.

"related body corporate" means in relation to a body corporate, a body corporate that is related to the first mentioned body within the meaning of the *Corporations Act 2001.*

"Residual UFG" means the *UFG* minus the *loss factor*, expressed as a percentage of the metered quantities of *gas* entering the *distribution system* at the *receipt point*.

"retailer" means:

(a)   a person who holds a *retail licence;* or

(b)   a person who is, by virtue of section 117 of the *Gas Act,* exempt from the requirement to obtain a *retail licence*.

"retail licence" means a licence to sell *gas* by retail issued under the *Gas Act.*

"scheduled meter reading" means an *actual meter reading* on a pre-determined cycle, usually monthly or two monthly.

"special meter reading" means an *actual meter reading* performed outside of the usual reading cycle for a *meter.*

"static deemed profile" or *"SDP"* means a pre-determined estimate of the quantity of *gas* a *customer* will take on each day, and which for the purposes of the *Month End Allocation Service* defines the daily profile through a particular *month*.

"storage facility" means a facility for the storage of large quantities of *gas* including liquefied natural gas storage services and underground storage facilities.

"supply" means the delivery of *gas* by means of a *distribution system* to a *customer's delivery point*.

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"transmission system" means a pipeline or a system of pipelines, for the high pressure transmission of **gas** and all related facilities, together with:

(a)   all structures for protecting or supporting the pipeline or system of pipelines; and

(b)   facilities for the compression of **gas**, the maintenance of the pipeline or system of pipelines and the injection or withdrawal of **gas**; and

(c)   all fittings, appurtenances, appliances, compressor stations, odourisation plants, scraper stations, valves, telemetry systems (including communications towers); and

(d)   works and buildings used in connection with the pipeline or system of pipelines,

but excluding all **storage facilities** and **distribution systems**.

"type testing" means testing conducted to establish the fitness for purpose of a new **metering installation** type.

"unaccounted for gas" or *"UFG"* means the difference between the amount of **gas** entering the **distribution system** at all **receipt points** and the amount of **gas** withdrawn from the **distribution system** at all **delivery points** including but not limited to leakage or other losses, discrepancies due to metering inaccuracies and variations of temperature, pressure and other parameters.

10.2   Interpretation

In this **Code**, unless the context requires otherwise:

(a)   headings are for convenience only and do not affect the interpretation of this **Code**; and

(b)   words importing the singular include the plural and vice versa; and

(c)   words importing a gender include any gender; and

(d)   an expression importing a natural person includes any company, partnership, trust, joint venture, association, corporation or other body corporate and any governmental agency; and

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(e)   a reference to a condition, clause, schedule or part is to a condition, clause, schedule or part of this *Code*; and

(f)   a reference to terms of an offer or agreement is to all terms, conditions and provisions of the offer or agreement; and

(g)   a reference to any statute, regulation, proclamation, order in council, ordinance or by-law includes all statutes, regulations, proclamations, orders in council, ordinances or by-laws varying, consolidating, re-enacting, extending or replacing them and a reference to a statute includes all regulations, proclamations, orders in council, ordinances, by-laws and determinations issued under that statute; and

(h)   a reference to a document or a provision of a document includes an amendment or supplement to, or replacement or novation of, that document or that provision of that document; and

(i)   a reference to a person includes that person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and permitted assigns; and

(j)   when italicised, other parts of speech and grammatical forms of a word or phrase defined in this *Code* have a corresponding meaning; and

(k)   a period of time:

   (1)   which dates from a given day or the day of an act or event is to be calculated exclusive of that day; or

   (2)   which commences on a given day or the day of an act or event is to be calculated inclusive of that day; and

(l)   an event which is required under this *Code* to occur on or by a stipulated day which is not a *business day* may occur on or by the next *business day*; and

(m)   unless otherwise specified, times are in local Tasmanian time.

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Schedule 1 – Filename format for customer transfer notices

The filename format must be XXXXX RRRR DDDD yymmdd nnn.xls, where:

(A)   XXXXX identifies the data contained as follows:

- "NRCTN" for the new Retailer Customer Transfer Notice;

- "DCTR" for the Distributor Customer Transfer Response;

- "MPCTR" for the current Metering Provider Customer Transfer Response (separate file name only required where responded to separately from a *distributor*'s response);

- "MDPCTR" for the current Metering Data Provider Customer Transfer Response (separate file name only required where responded to separately from a *distributor's* or a *metering provider's* response).

(B)   RRRR identifies the new *retailer* (maximum 4 alpha);

(C)   DDDD identifies the *distributor* (maximum 4 alpha);

(D)   yymmdd identifies the date of the Customer Transfer Notice established by the new *retailer*;

(E)   nnn identifies the batch number if more than one batch of transfers is issued on the same day (001, 002 etc); and

(F)   XXXXX is the only component of the file name format that is to be amended by each responding party.

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Schedule 2 – Validation, Substitution and Estimation – Interval Metering Installation

1. Requirement to validate meter readings

Actual meter readings will be required to be validated in accordance with clause 6.5.1(a) of this *Code*. The validation rules that may be applied to the *metering data* from the *meter* of an *interval metering installation* are:

- Consumption *metering data* for the *meter* reading period = sum of *interval metering data* for the *meter* reading period;

- Accumulated *meter* reading value is numeric and > 0;

- Accumulated *meter* reading value is >= previous accumulated *meter* reading value;

- Accumulated *meter* reading value passes high/low test;

- *Meter* reading date > previous *meter* reading date;

- Maximum value (to ensure that no spikes are created);

- Null checks;

- Dial capacity and decimal point check; and

- *Metering data* is consistent with the correct *meter* type for that *delivery point*.

2. Requirement to produce substituted metering data

In accordance with clause 6.5.1(b) of this *Code*, *metering data* for an *interval metering installation* will be required to be substituted where:

(a) the *actual meter reading* fails the validation tests;

(b) there is a failure of the *metering installation*; or

(c) an inspection or test of the *metering installation* establishes that a measurement error exists.

3. Requirement to produce estimated metering data

In accordance with clause 6.6 of this *Code*, *metering data* for an *interval metering installation* will be required to be estimated where the *metering data* cannot be obtained in the timeframe required for settlement of the market.

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4. Metering data provider obligations

(a) The *metering data provider* may use Types 1, 2, 3, 4, 5, 6, 7 or 8 in accordance with clause 5 of this schedule 2, when the *metering data* is required to be substituted.

(b) The *metering data provider* may use Types 1, 2, or 3 in accordance with clause 5 of this schedule 2, when the *metering data* is required to be estimated.

(c) The *metering data provider* may use Type 2 except where the first *actual meter reading* has not been undertaken.

(d) The *metering data provider* may use Type 3, except where:

   (1) the first *actual meter reading* has not been undertaken; or

   (2) the *scheduled meter reading* frequency is less frequent than monthly and the data from the same, or similar, *meter* reading period in the previous year is available.

(e) The *metering data provider* may use Types 4, 5, 6 and 7 in the circumstances described in clauses 5.4, 5.5, 5.6 and 5.7 of this schedule 1, respectively.

(f) The *metering data provider* may use Type 7 prior to the first *actual meter reading* being undertaken.

(a) The *metering data provider* may use Type 8 where there is an error in the *meter* pressure and/or *gas* temperature

(h) The *metering data provider* must notify the *allocation agent*, the *distributor* and the *retailer* where substituted or estimated *metering data* is used.

(i) The *metering data provider* must ensure that for all Types, except Type 5, substituted or estimated *metering data* is based on an *actual meter reading*, and is not based on *metering data* that has previously been estimated or substituted.

5. Substitution and Estimation Types

The techniques for substituting and estimating *metering data* for *interval metering installations* are provided in this clause.

5.1 Type 1

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Where there is another ***interval metering installation*** at the same measurement point for the same interval data periods as that being substituted for, the ***metering data provider*** must substitute or estimate the ***metering data*** using ***metering data*** from that ***interval metering installation***.

5.2   Type 2

The ***metering data provider*** may substitute or estimate the ***metering data*** using the data from the "Nearest Equivalent Day" or "Like Day" from the same, or similar, ***meter*** reading period in the previous year. The "Nearest Equivalent Day" or "Like Day" is determined from the table below.

Day	"Nearest Equivalent Day" or "Like Day" (in order of availability)
Monday	Monday❖❖ Monday❖
Tuesday	Tuesday❖❖ Wednesday❖❖ Tuesday❖ Wednesday❖
Wednesday	Wednesday❖❖ Tuesday❖❖ Thursday❖❖ Wednesday❖ Thursday❖ Tuesday❖
Thursday	Thursday❖❖ Wednesday❖❖ Tuesday❖❖ Thursday❖ Wednesday❖ Tuesday❖
Friday	Friday❖❖ Friday❖
Saturday	Saturday❖❖ Saturday❖
Sunday	Sunday❖❖ Sunday❖

Substitution or estimates for 'Like Day' to be as detailed above, unless:

♦ No readings are available on the first listed day, then the next listed preferred day is to be used.

♦ The day was a public holiday, in which case the most recent Sunday is to be used.

♦ The day was not a public holiday and the 'Like Day' is a public holiday, in which case the 'Like Day' to be used must be the most recent day that is not a public holiday, Saturday or Sunday.

❖❖   Occurring in the same week as the day in the previous year.

❖   Occurring in the week preceding that in which the substitution day occurs in the previous year.

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5.3 Type 3

The *metering data provider* may substitute or estimate the *metering data* using the data from the "Nearest Equivalent Day" or "Like Day" from the previous *meter* reading period. The "Nearest Equivalent Day" or "Like Day" is determined from the table below.

Day	"Nearest Equivalent *Day*" or "Like Day" (in order of availability)
Monday	Monday❖❖ Monday❖
Tuesday	Tuesday❖❖ Wednesday❖❖ Tuesday❖ Wednesday❖
Wednesday	Wednesday❖❖ Tuesday❖❖ Thursday❖❖ Wednesday❖ Thursday❖ Tuesday❖
Thursday	Thursday❖❖ Wednesday❖❖ Tuesday❖❖ Thursday❖ Wednesday❖ Tuesday❖
Friday	Friday❖❖ Friday❖
Saturday	Saturday❖❖ Saturday❖
Sunday	Sunday❖❖ Sunday❖

Substitutions or estimations for 'Like Day' to be as detailed above, unless:

♦ No readings are available on the first listed day, then the next listed preferred day is to be used.

♦ The day was a public holiday, in which case the most recent Sunday is to be used.

♦ The day was not a public holiday and the 'Like Day' is a public holiday, in which case the 'Like Day' to be used must be the most recent day that is not a public holiday, Saturday or Sunday.

❖❖ Occurring in the last whole week of the previous *meter* reading period.

❖ Occurring in the week preceding the last whole week of the previous *meter* reading period

5.4 Type 4

Previously used substituted *metering data* can be changed, prior to the *actual meter reading*, where the *distributor* and the *retailer* have agreed, on the basis of site- or

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customer-specific information, that the original substituted *metering data* is in error and a correction is required.

5.5 Type 5

Where substituted *metering data* is to be created for periods up to, but not exceeding two (2) hours, it can be created using simple linear interpolation.

5.6 Type 6

(a) The *distributor* and the *retailer* may agree to use another method of substitution (which may be a modification of an existing Type) where none of the existing Types is applicable.

(b) The specifics of this Type may involve a globally applied method or a site-specific method.

5.7 Type 7

Prior to the first *actual meter reading*, the *metering data* may be substituted using a method agreed between the *distributor*, the *retailer* and the *metering data provider*.

5.8 Type 8

Where the measurement error has arisen from errors in the *gas* temperature and/or *meter* pressure, the *metering data* may be substituted using the *meter* reading and the estimates for the *gas* temperature and/or *meter* pressure.

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Schedule 3 – Validation and Substitution – Basic Metering Installation

1.   Requirement to validate meter readings

Actual meter readings will be required to be validated in accordance with clause 6.5.2(a) of this *Code*. The validation rules that may be applied to the *metering data* from the *meter* of a *basic metering installation* are:

- *Meter* reading value is numeric and > 0;

- *Meter* reading value is >= previous *meter* reading value;

- *Meter* reading value passes high/low test;

- *Meter* reading date > previous *meter* reading date;

- Null checks;

- Dial capacity and decimal point check; and

- *Metering data* is consistent with the correct *meter* type for that *delivery point*.

2.   Requirement to produce substituted metering data

In accordance with clause 6.5.2(b) of this *Code*, *metering data* for a *basic metering installation* will be required to be substituted where:

(a)   the *actual meter reading* fails the validation tests;

(b)   there is a failure of the *metering installation*; or

(c)   an inspection or test of the *metering installation* establishes that a measurement error exists.

3.   Requirement to produce estimated metering data

In accordance with clause 6.6 of this Code, *metering data* for a *basic metering installation* will be required to be estimated where the *metering data* cannot be obtained in the timeframe required for settlement of the market.

4.   Metering data provider obligations

(a)   The *metering data provider* may use Types 1, 2, 3, 4, 5 or 6, in accordance with clause 5 of this schedule 3, when the *metering data* is required to be substituted.

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(b)   The *metering data provider* may use Types 1, 2, or 3 in accordance with clause 5 of this schedule 3, when the *metering data* is required to be estimated.

(c)   The *metering data provider* may use Type 6 where there is an error in the *meter* pressure and/or *gas* temperature.

(d)   The *metering data provider* must notify the *distributor* and the *retailer* where substituted or estimated *metering data* is used.

(e)   The *metering data provider* must ensure that for all Types, substituted or estimated *metering data* is based on an *actual meter reading*, and is not based on *metering data* that has previously been substituted or estimated.

5.   Substitution Types

The techniques for substituting and estimating *metering data* for *basic metering installations* are provided in this clause.

5.1   Type 1

Substitution or estimation

= Average daily consumption from same, or similar, *meter* reading period
   last year
* Number of *days* required to be *substituted*

5.2   Type 2

Substitution

= Average daily consumption from previous *meter* reading period
* Number of days required to be substituted or estimated

Note: Where the *scheduled meter reading* frequency is less frequent than monthly, Type 2 is to be used only when the consumption from the same, or similar, *meter* reading period last year is not available.

5.3   Type 3

Substitution or estimation

= Average daily consumption for this same *customer* class with the same
   type of usage

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* Number of *days* required to be substituted or estimated

Note: Type 3 is to be used only when the consumption from the same, or similar, *meter* reading period last year and the consumption from the previous *meter* reading period are not available.

5.4   Type 4

(a)   The *distributor*, the *retailer*, and the *metering data provider* may agree to use another method of substitution (which may be a modification of an existing Type) where none of the existing Types is applicable.

(b)   The specifics of this Type may involve a globally applied method or a site-specific method.

5.5   Type 5

Previously used substituted *metering data* can be changed, prior to the next *actual meter reading* where the *distributor*, the *retailer* and *metering data provider* have agreed, on the basis of site- or *customer*-specific information, that the original substituted *metering data* is in error and a correction is required.

5.6   Type 6

Where the measurement error has arisen from errors in the *gas* temperature and/or *meter* pressure, the *metering data* may be substituted using the *meter* reading and the estimates for the *gas* temperature and/or *meter* pressure.